

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">19-May-2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W38XGR-5021-1347</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY <div style="text-align: center;">CODE</div> US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">CODE</div> <div style="text-align: center; font-weight: bold;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912EQ-05-B-0004	
				X		9B. DATED (SEE ITEM 11) 29-Apr-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. This ammendment is for Monterey-Princedale Landside Ditch, Channel Improvement.  b. The following changed are hereby issued: SECTION 00010, SUPPLY OR SERVICES AND PRICES/COSTS, quantities have changed to reflect amounts in Summary of Changes. See attached revised Bid Schedule.  c. SECTION 00100, CONDITIONS AND NOTICES TO BIDDERS, FAR Clause 52.236-27, paragraph c. Mr. Donald Tutor's phone number 901-544-3856 is deleted.  d. SECTION 01027A, MEASUREMENT AND PAYMENT is deleted in its entirety and replaced with new SECTION 01027A, MEASUREMENT AND PAYMENT.  e. SECTION 01357, STORM WATER POLLUTION PREVENTION PLAN is deleted in its entirety and replaced with new SECTION 01357, STORM WATER POLLUTION PREVENTION PLAN. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  19-May-2005	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION 00010 - SOLICITATION CONTRACT FORM

The required performance has changed **from:**

The work consists of clearing, removal and disposal of debris, excavation, culvert replacement with riprap placement at four (4) different locations, riprap placement at two (2) different bridge locations, riprap placement at inlet locations, environmental protection, and turfing along Monterey-Principedale Landside Ditch from approximate Baseline Station 155+75 to 812+00. The estimated value of the proposed work is between \$500,000.00 and \$1,000,000.00. There are fourteen (14) sheets in the set of drawings.

THIS WILL BE AN UNRESTRICTED PROCUREMENT WITH HUBZONE PRICE EVALUATION PREFERENCE (SEE SECTION 0700, CLAUSE 52.219-4)

The services or supplies to be procured in this solicitation are classified in NAICS Code 237990. For the purpose of this procurement to qualify as a small business concern, in addition to being independently owned and operated and not dominate in the field in which it is bidding on Government contracts, the concern must have had average annual sales receipts for the preceding three fiscal years not exceeding \$28.5 million.

\*Any award issued from the solicitation is pursuant to the Small Business Competitiveness Demonstration Program\*

**To:**

Monterey-Principedale Landside Ditch, Channel Improvement, Cross County, Arkansas - St. Francis Basin – Maintenance. The work consists of clearing, removal and disposal of debris, excavation, culvert replacement with riprap placement at four (4) different locations, riprap placement at inlet locations, environmental protection, and turfing along Monterey-Principedale Landside Ditch from approximate Baseline Station 155+75 to 812+00. The estimated value of the proposed work is between \$500,000.00 and \$1,000,000.00. There are thirteen (13) sheets in the set of drawings.

THIS WILL BE AN UNRESTRICTED PROCUREMENT WITH HUBZONE PRICE EVALUATION PREFERENCE (SEE SECTION 0700, CLAUSE 52.219-4)

The services or supplies to be procured in this solicitation are classified in NAICS Code 237990. For the purpose of this procurement to qualify as a small business concern, in addition to being independently owned and operated and not dominate in the field in which it is bidding on Government contracts, the concern must have had average annual sales receipts for the preceding three fiscal years not exceeding \$28.5 million.

\*Any award issued from the solicitation is pursuant to the Small Business Competitiveness Demonstration Program\*.

## CLIN 0002

The pricing detail quantity has decreased by 2.00 from 657.00 to 655.00.

## CLIN 0003

The pricing detail quantity has decreased by 2,050.00 from 75,050.00 to 73,000.00.

CLIN 0004

The pricing detail quantity has decreased by 600.00 from 2,750.00 to 2,150.00.

CLIN 0005

The pricing detail quantity has decreased by 2,400.00 from 10,300.00 to 7,900.00.

CLIN 0006

The CLIN description has changed from Corragated Metal Pipe, 60 -Inch Diameter to Corrugated Metal Pipe, 60 -Inch Diameter.

CLIN 0008

The pricing detail quantity has decreased by 152.00 from 153.00 to 1.00.

The unit of issue has changed from Acre to Lump Sum.

The following have been added by full text:

**BID SCHEDULE**

**NOTE:** Bidders shall furnish unit prices for all items listed on the schedule of bid items, which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required items, but does furnish an extended total or an estimated amount for such items, the Government will deem his unit price to be the quotient obtained by dividing the extended estimated amount for that line item by the quantity. IF THE BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED ESTIMATED AMOUNT FOR ANY ITEM, HIS BID WILL BE DECLARED NONRESPONSIVE.

Award will be made as a whole to one bidder.

AC = Acre

CY = Cubic Yard

HL = Hundred Linear Feet

LF = Linear Foot

LS = Lump Sum

TN = Ton

If a bid or modification to a bid based on unit prices is submitted and provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price, including lump sum units, in bid schedule must be stated, or, if it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

Bidders are cautioned to read the contract clause entitled "Required Central Contractor Registration Alternate A" (252.204-7004 Alt A) located in Section 00700.

**QUANTITY ESTIMATES** - Estimates of quantities involved in certain items of work for which bids are being solicited on a lump sum or job basis have been made for the use of the Government. Copies of these quantity

estimates may be obtained from the U S Army Engineer District Memphis, 167 North Main Street, Room 762, Memphis, Tennessee 38103-1894, telephone 901/544-3236, or visit our website at <http://www.mvm.usace.army.mil/>. It is to be expressly understood that the accuracy of these estimates is in no way warranted and that the furnishing of this information to a bidder will not relieve him of his responsibility to estimate the quantities involved. It is further to be expressly understood that in no case will such estimate be used as a basis of claim against the Government.

**Technical POC: Jerry Welch 901-544-3236**

[Jerry.R.Welch@mvm02.usace.army.mil](mailto:Jerry.R.Welch@mvm02.usace.army.mil)

**Administrative POC: Adrian Gavins 901-544-0838**

[Adrian.o.Gavins@mvm02.usace.army.mil](mailto:Adrian.o.Gavins@mvm02.usace.army.mil)

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

The following have been modified:

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

**5 May 2005 and 19 May 05**

(c) Participants will meet at--

**BIDDERS DESIRING A SITE VISIT SHALL CONTACT THE AREA ENGINEER AT LEAST ONE DAY PRIOR TO THE SCHEDULED SITE VISIT.**

**NAME: Mr. Donald R. tutor  
Area Engineer**

**ADDRESS: Wynne, AR Area Office  
1932 N. Falls Boulevard, P. O. Box 729  
Wynne, Arkansas 72396-0729**

**TELEPHONE: (870) 238-7983  
COLLECT TELEPHONE CALLS WILL NOT BE ACCEPTED.**

(End of provision)

(End of Summary of Changes)

Section 00010 - SOLICITATION CONTRACT FORM

Section Supplies or Services and Price

MONTEREY-PRINCEDALE LANDSIDE DITCH CHANNEL IMPROVEMENT  
CROSS COUNTY, ARKANSAS

BID SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Mobilization and Demobilization	1	Lump Sum	XXX.XX	_____
0002	Clearing	655	Hundred Feet-Linear	_____	_____
0003	Excavation	73,000	Cubic Yard	_____	_____
0004	Filter Material	2,150	Net Ton (2,000 LB)	_____	_____
0005	Riprap R-90	7,900	Net Ton (2,000 LB)	_____	_____
0006	Corrugated Metal Pipe, 60 -Inch Diameter	939	Linear Foot	_____	_____
0007	Aggregate Surfacing	1	Lump Sum	XXX.XX	_____
0008	Dressing, Fertilizing, Seeding, and Mulching	1	Lump Sum	XXX.XX	_____
0009	Environmental Protection	1	Lump Sum	XXX.XX	_____

GRAND TOTAL ITEMS 0001 THRU 0009

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    - 1.1.2.2 Unit of Measure
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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

-- End of Section Table of Contents --

SECTION 01270A

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.1 Mobilization and Demobilization

1.1.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

1.1.1.2 Unit of Measure

Unit of measure: lump sum: LS.

1.1.2 Aggregate Surfacing

1.1.2.1 Payment

Payment for aggregate surfacing will be made at the contract lump sum price for "Aggregate Surfacing," which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for placing aggregate surfacing; and all other operations incidental thereto; all as specified in SECTION 02731.

1.1.2.2 Unit of Measure

Unit of measure: lump sum: LS.

1.1.3 Dressing, Fertilizing, Seeding, and Mulching

1.1.3.1 Payment

Payment for rough and/or finish dressing, fertilizing, seeding, and mulching will be made at the contract lump sum price for "Dressing, Fertilizing, Seeding, and Mulching," which price and payment shall constitute full compensation for preparation of ground surfaces, furnishing and distributing fertilizer, seed, and mulch; and performing all operations incidental thereto; as specified in SECTION 02935 ESTABLISHMENT OF TURF.

No payment for turfing will be made until acceptance by the Contracting Officer or his/her representative.

1.1.3.2 Unit of Measure

Unit of measure: lump sum: LS.

1.1.4 Environmental Protection

1.1.4.1 Payment

Payment will be made for costs associated with operations necessary to provide environmental protection as specified in SECTION 01355A, SECTION 01356A, and SECTION 01357. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations. Temporary Environmental Seeding is included in the Environmental Protection.

1.1.4.2 Unit of Measure

Unit of measure: lump sum: LS.

1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract for which unit price payments will be made are listed in the BID SCHEDULE in SECTION 00010 and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, meeting safety requirements, tests and reports, and for performing all related work required for which separate payment is not otherwise provided.

1.2.1 Clearing

1.2.1.1 Payment

Payment for clearing, measured as prescribed below, will be made at the contract unit price per station (100 linear feet) for "Clearing," which price and payment shall constitute full compensation for furnishing all plant, labor, material, and equipment and performing all operations necessary for clearing of the areas specified herein, as specified in Section 2210 CLEARING AND EXCAVATION, or as indicated on the drawings; for removing and disposing of all cleared materials. No reduction of the contract quantity will be made for areas within the areas specified to be cleared which require no clearing or which are partly cleared.

1.2.1.2 Measurement

Measurement will not be required. Partial payments will be made by estimating approximate station locations through the area by use of prominent topographic features in the field. No reduction of the contract quantity will be made for areas within the areas specified for clearing which require no clearing.

1.2.1.3 Unit of Measure

Unit of measure: hundred linear feet: HL.



### 1.2.2 Excavation

#### 1.2.2.1 Payment

Payment for excavation, measured as prescribed hereinabove, will be made at the applicable contract unit price per cubic yard for "Excavation," which price and payment shall constitute full compensation for furnishing all material and equipment and performing all labor for excavation for the channel, inlet ditches and drains, lateral ditches; embedment of filter material and riprap; disposal of excavated material including construction of structures for the control of excavated material; and all other operations incidental thereto as specified in SECTION 02210.

#### 1.2.2.2 Measurement

A survey of the site for excavation of the channel will be made in accordance with the SPECIAL CONTRACT REQUIREMENTS entitled "Quantity Surveys," and all measurement of excavation will be based on this survey; material excavated from lateral ditches and inlet ditches as specified above will be measured for payment. The quantity of channel excavation to be paid for will be computed between the ground surface, as determined by the above noted surveys, and the theoretical slope lines and grade lines for such excavation as indicated on the drawings and/or specified herein. No allowance will be made for over-depth excavation, for the removal of any material outside the required side slope lines, nor for additional surveys for the removal of shoaling as specified in SECTION 02210 SLIDES AND SHOALS, except as provided in SECTION 02210 EXISTING CHANNEL.

#### 1.2.2.3 Unit of Measure

Unit of measure: cubic yard: CY.

### 1.2.3 Filter Material

#### 1.2.3.1 Payment

Payment for filter material will be made at the contract unit price as applicable per ton for "Filter Material," which price and payment shall include all costs of furnishing, hauling, handling, placement and maintaining the filter material, all as specified in SECTION 02542.

#### 1.2.3.2 Measurement

If the filter material is delivered by railroad, weights as acceptable to the railroad for freight charge purposes, will be accepted as measurement of the filter material. Copies of freight bills or certifications of weights acceptable to the railroad for freight charge purposes shall be furnished. If not delivered by railroad, but delivered by truck, the filter material will be measured for payment, in the presence of a Government Inspector, unless waived by the Contracting Officer, by being weighed and approved using accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster where available will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual weight tickets shall be furnished to the Government Inspector at the time of delivery.

1.2.3.3 Unit of Measure

Unit of measure: ton: TN.

1.2.4 Riprap R-90

1.2.4.1 Payment

Payment for Riprap R-90 will be made at the contract unit price as applicable per ton for Riprap R-90 which price and payment shall include all costs of furnishing, hauling, handling, placement and maintaining the R-90; all as specified in SECTION 02542.

1.2.4.2 Measurement

If the riprap R-90 is delivered by railroad, weights as acceptable to the railroad for freight charge purposes, will be accepted as measurement of the riprap R-90. Copies of freight bills or certifications of weights acceptable to the railroad for freight charge purposes shall be furnished. If not delivered by railroad, but delivered by truck, the riprap R-90 will be measured for payment, in the presence of a Government Inspector unless waived by the Contracting Officer, by being weighed and approved using accurately calibrated scales furnished by and at the expense of the Contractor. Weight certificates furnished by a public weighmaster where available will be acceptable in lieu of such procedure when authorized by the Contracting Officer. Individual weight tickets shall be furnished to the Government Inspector at the time of delivery.

1.2.4.3 Unit of Measure

Unit of measure: ton: TN.

1.2.5 Corrugated Metal Pipe, 60-inch

1.2.5.1 Payment

Payment for the corrugated metal pipe, 60-inch culverts will be made at the applicable contract unit price per linear foot for "Corrugated Metal Pipe, 60-inch," which price and payment shall constitute full compensation for furnishing and installing the cuverts; incidental excavation required for the removal of the existing culverts and installation of the new culverts; backfilling around and over the culverts; the material for backfilling around and over the culverts; disposition of the existing culverts; and all other operations incidental thereto; all as specified in SECTION 02700 and as applicable to each individual culvert.

1.2.5.2 Measurement

The corrugated metal pipe, 60-inch culverts will be measured for payment by the linear foot. Such measurement will be made in the field and will be based on the length installed as determined and approved by the Contracting Officer.

1.2.5.3 Unit of Measure

Unit of measure: linear foot: LF.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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20-7.013

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SECTION 01357

STORM WATER POLLUTION PREVENTION PLAN

ST. FRANCIS BASIN-MAINTENANCE  
MONTEREY-PRINCEDALE LANDSIDE DITCH  
CHANNEL IMPROVEMENT  
STORM WATER POLLUTION PREVENTION PLAN  
FOR STORM WATER GENERAL PERMIT  
U.S. ARMY CORPS OF ENGINEERS, MEMPHIS DISTRICT

PART 1 LOCATION AND NATURE OF ACTIVITY

The work specified in this section consists of the Contractor implementing, and diligently pursuing all measures required in the Storm Water Pollution Prevention Plan (SWPPP). The purpose of the SWPPP is to control soil erosion and the resulting sediment to the extent necessary to prevent sediment from leaving the contract rights-of-way and prevent pollution of any water body caused by the runoff from the areas of construction activities under this contract, as specified herein and shown on the contract drawings. The Contractor shall review the SWPPP to determine requirements for compliance. In addition, the Contractor shall ascertain that his subcontractors have reviewed the plan, and that they comply with its provisions. The Contractor shall ensure that all subcontractors sign the CERTIFICATION located at the end of this section.

The project is located in Cross County, Arkansas along Monterey-Principedale Landside Ditch, upstream of Highway 64. The work consists of providing a 20 foot bottom width at the existing thalweg elevation, generally following the existing channel alignment and minimizing the amount of excavation from approximate Baseline Station 155+75 to 812+00, culvert replacements with riprap placement at four different locations, and riprap placement at inlet ditch locations as indicated on the drawings. Work side of Monterey-Principedale Landside Ditch is right bank. Approximately 73,000 cubic yards of material will be removed from Monterey-Principedale Landside Ditch and approximately 7,900 tons of R-90 riprap will be placed.

A set of construction drawings showing the project location and the details of installation of the environmental protection measures will be located on the construction site at all times. Flow arrows indicating drainage patterns are shown on the contract drawing, Temporary Erosion Control Devices.

PART 2 AREA AFFECTED

The total area of the site, within the right-of-way limits, which will be impacted by construction, is approximately 187 acres.

PART 3 CONTROL OF POLLUTANTS DURING CONSTRUCTION

Structural and/or non-structural measures shall be located along the channel as shown on the contract drawings and shall be identified and/or constructed in a timely manner as to minimize the introduction of sediment into Monterey-Principedale Landside Ditch as a result of storm water runoff. Controls shall be put in place prior to disturbance of soil and maintained

until soils are stabilized.

### 3.1 NON-STRUCTURAL MEASURES

#### 3.1.1 General

Prior to the beginning of any construction, the Contracting Officer will identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms outside the construction limits without special permission. The Contractor shall provide effective protection for land, water and vegetation resources at all times. The Contractor shall construct or install temporary and/or permanent erosion and sedimentation control features as indicated herein to minimize pollutants entering Monterey-Princedale Landside Ditch, other water bodies, or wetlands.

#### 3.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, landforms and other landscape features indicated and defined on the contract drawings or as directed by the Contracting Officer to be preserved shall be clearly identified by marking, fencing, wrapping with boards, or other approved techniques.

#### 3.1.3 Reduction of Exposure of Unprotected Erodible Soils

All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Clearing shall progress in reasonably sized increments as needed to use the areas developed. To the extent feasible, material embankments, side slopes, back slopes, berms and any other exposed surfaces shall be stabilized by temporary seeding, mulching, fabric mats or other approved stabilization methods, as soon as possible after material placement, or within 14 days on areas that will remain unfinished more than 21 calendar days. Should construction be halted, for any reason, temporarily or permanently, for more than 21 days, in any portion of the site, temporary or permanent turfing measures, or other approved temporary stabilization of exposed areas, such as mulching, shall be accomplished within 14 days after construction is halted.

### 3.2 STRUCTURAL MEASURES

#### 3.2.1 General

Temporary erosion and sediment control measures such as silt fences, check dams, and sedimentation basins shall be constructed and maintained until permanent drainage and erosion control facilities are complete and operative. Placement of perimeter controls shall commence with initiation of construction and shall remain in effect during the remainder of construction until final stabilization of those portions of the site upward of the perimeter control. Temporary erosion controls shall be maintained until final stabilization of exposed areas, after which they shall be removed. All structural devices shall be constructed in accordance with the standard drawing, TEMPORARY EROSION CONTROL DEVICES.

#### 3.2.2 Silt Fences

If used, silt fences shall be constructed in those locations where storm

water may flow from the construction site; all necessary efforts shall be employed to minimize the entry of excavated material into Monterey-Principedale Landside Ditch, other water bodies, or wetlands.

### 3.2.3 Check Dams

Check dams shall be constructed across inlet ditches, drains and swales using baled straw or equivalent devices to minimize sediment entry into Monterey-Principedale Landside Ditch, other water bodies, or wetlands. Check dams shall be inspected for sediment accumulation after each significant rainfall and sediment removed when it reaches one-half the height of the barrier. Sediment removal shall include removal and disposition in a location where it will not erode into construction areas, watercourses or wetlands.

### 3.2.4 Sediment Basins

Sediment from construction areas with 10 or more disturbed acres at one time shall be trapped in temporary or permanent sediment basins. After each storm, the basins shall be allowed to settle for 24 to 48-hours after which the basins shall be pumped dry. In order to maintain basin effectiveness, accumulated sediment shall be removed when the depth of sediment reaches one-third of the depth of structure in any part of the pool. Overflow shall be controlled by paved weir, by vertical overflow pipe draining from the surface, or by a spillway protected by baled straw filter barriers in the spillway and at the outlet toe of the spillway. The collected topsoil sediment shall be reused for fill on the construction site, and/or conserved for use at another site(s). If used, the basins shall provide at least 3,600 cubic feet of storage for each acre drained. Where such basins are not used, other equivalent sediment control measures are required.

### 3.2.5 Other Measures

Other temporary erosion and sediment control measures such as berms, dikes, swales, and drains may be used with, or in lieu of, the above-mentioned measures provided they are consistent with Best Management Practices (BMPs). They shall be maintained until permanent drainage and erosion control facilities are complete and operative. Earthen erosion control features shall be compacted and stabilized immediately with vegetation as specified in the following paragraphs entitled SEEDING and MULCHING.

### 3.2.6 Velocity Dissipation Devices

Should drains or swales be used, they shall be constructed with velocity dissipation devices (check dams) to reduce the need for more stringent erosion control practices in the swale or drain. These devices shall be removed after the erosive areas have been stabilized.

## PART 4 CONTROL OF POLLUTANTS AFTER CONSTRUCTION

### 4.1 ESTABLISHMENT OF TURF

#### 4.1.1 General

Turf shall be established as a permanent erosion control measure along any areas which are disturbed during construction. All material embankments, all berm areas, and any other disturbed areas shall be turfed. Turf shall be established in accordance with the Contract Specifications.



#### 4.1.2 Fertilizer

Fertilizer shall be distributed uniformly over the areas to be seeded at a rate which will supply not less than 40 pounds of available nitrogen, 40 pounds of available phosphorous, and 40 pounds of potash per acre.

#### 4.1.3 Seeding

Seed sown for permanent turfing shall be sown as specified in the technical specifications. Temporary seeding shall consist of grasses appropriate for the season when they are sown. A satisfactory method of sowing shall be employed, using approved mechanical power-drawn seeders, mechanical hand-seeders, broadcast-seeders, or other approved methods. When conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed by the Contracting Officer. Such work may resume only when conditions are favorable or when approved alternative or corrective measures and procedures have been identified and approved by the Contracting Officer. If inspection either during seeding operations or after there is a show of green indicates that areas have been left unplanted, additional seed shall be sown.

#### 4.1.4 Mulching

If used, mulch shall be materials that do not contain noxious grass or weed seed that might be detrimental to the turf being established or to adjacent farmland. Mulch shall be spread uniformly in a continuous blanket, using two tons-per-acre of straw mulch or 1,200 pounds-per-acre of wood cellulose fiber mulch.

#### 4.2 STATE AND LOCAL CONTROLS

There are no known State or local erosion and sediment control requirements applicable to this work other than those met by the requirements of this permit. In the event that there are State or local erosion and sediment control requirements, it shall be the responsibility of the Contractor to identify and comply with all applicable requirements. Chemical and solid waste units will be used at the site, with disposal in accordance with state and local regulations. Measures shall be in place to ensure compliance with state or local waste disposal, sanitary sewer, or septic system regulations. Water Quality Standards of receiving streams will be maintained during and after construction in accordance with requirements of the State Water Quality Certification.

#### PART 5 RUNOFF COEFFICIENT, IMPERVIOUS AREAS, SOILS

The runoff coefficient immediately after construction is estimated to range between 0.10 and 0.30. Once the material embankment and other disturbed areas have been revegetated, the runoff coefficient should return to preconstruction conditions with no increase in impervious areas. Soils in the area consist of fat and lean clays with some sand and silty sands. For further information regarding soil borings contact the Memphis District Office of the U.S. Army Corps of Engineers.

#### PART 6 RECEIVING WATER

The receiving water is Monterey-Princedale Landside Ditch, a tributary of

the St. Francis River, intersecting the St. Francis River in Cross County, Arkansas. The only existing surface waters within construction right-of-way limits are waters in agricultural ditches. Locations of storm water discharges will be more specifically identified by the Contractor in his Environmental Protection Plan submitted to the Government for acceptance 15 days after his receipt of Notice to Proceed. There are no TMDLs applicable for the immediate receiving waters and since control measures will be in place to minimize sediment discharge, the impact upon the ultimate receiving stream will be negligible. No non-storm water discharges are anticipated to be combined with storm water runoff.

## PART 7 INSPECTIONS

### 7.1 General

Quality control representatives shall inspect disturbed areas of the construction site, and areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site every seven calendar days and within 24-hours of the end of a storm that is 0.5-inches or greater. Where sites have been stabilized, inspections shall be conducted at least once every month.

### 7.2 Disturbed Areas and Areas Used for Material Storage

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure correct operation. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impact to receiving waters. Off-site sediment tracking will be minimized, since most of the equipment used will be delivered to and removed from the site by trailer. Locations where vehicles enter or exit the site shall be inspected such that off-site sediment tracking will be minimized.

### 7.3 Modification of Pollution Plan

Based on the results of the inspection referenced in the paragraph entitled DISTURBED AREAS AND AREAS USED FOR MATERIAL STORAGE, the site description identified in Part 1 and Part 2 of this plan shall be revised as appropriate, but in no case more than seven calendar days following the inspection. Such modification shall provide for timely implementation of any changes to the plan within seven calendar days following the inspection.

### 7.4 Reports

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan (SWPPP), and actions taken shall be recorded and retained by the Contracting Officer as part of the SWPPP for at least three years from the date the site is finally stabilized.

## PART 8 OTHER CONSIDERATIONS

### 8.1 Location of Construction in Regard to Waters Classified in 10 CSR 20-7.013

Construction is not within 1,000 feet of waters classified in 10 CSR 20-7.013, Water Quality Standards, as:

- a. Public drinking water supply lakes
- b. Outstanding National Resource Waters
- c. Outstanding State Resource Waters
- d. Streams designated for cold water sport fishery
- e. A lake in EPA's Clean Lakes Program

### 8.2 Proximity of Site to Major Reservoirs

Construction is not within 100 feet of waters classified as major reservoirs.

## PART 9 DEFINITIONS

### 9.1 Best Management Practices (BMPs)

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operation procedures and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

### 9.2 Commencement of Construction

The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.

### 9.3 Drainage Swale

A drainage way with a lining of grass, riprap, asphalt, concrete, or other material installed to convey runoff without causing erosion.

### 9.4 Check Dam

Small temporary dams constructed across a swale or drainage ditch to reduce the velocity of runoff flows.

### 9.5 Final Stabilization

All soil-disturbing activities at the site have been completed, and a uniform perennial vegetative cover with a density of 85 percent of the cover for the area has been established or equivalent stabilization measures (such as the use of mulches or geo-textiles) have been employed.

PART 10 CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Dennis J. Kamper, P.E., Chief, Eng. and Con. Division, COE (901) 544-3227

\_\_\_\_\_  
Name & Official Title of Contractor

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
Name & Official Title of Contractor

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name & Official Title of Sub Contractor

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

*For multiple Sub Contractors, attach additional Certification Sheets as necessary.*

-- End of Section --